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L.1 POINT OF CONTACT

The Contracting Officer is the sole point of contact for this acquisition. All questions or concerns shall be addressed to the Contracting Officer listed in paragraph G.5.

L.2 CLAUSE 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a Fixed Price, Cost Reimbursement, Time and Material, and Indefinite Quantity/Indefinite Delivery contract resulting from this Screening Information Request.

(End of provision)

L.3 3.6.2-15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APRIL 1996)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their submittals, offerors will provide a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, submittals envisioning

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compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a submittal.

L.4 EVALUATION PROCESS

The Government reserves the right to down select any offeror if it is apparent that the offeror is not likely to receive the award. Contract award of Phase I will be made to the Offeror(s) whose proposal provides the overall best value to the Government, taking into consideration all evaluation factors. Best value is not necessarily lowest price.

L.5 NUMBER OF AWARDS

It is anticipated that one award will result from this SIR; however, the FAA reserves the right to make more than one award for Phase I only or no award if it is in the best interest of the Government.

L.6 PROJECTED MILESTONE SCHEDULE

The following represents the projected procurement milestone schedule as of the release date of the SIR.

Activity	Date
Release SIR	March 9, 2010
Submittals	April 9, 2010

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L.7 SUBMISSION OF PROPOSAL

Offerors assume full responsibility for ensuring that Proposal submissions are received on the date specified in paragraph L.6 and at the place specified in paragraph L.7.1 by 3:00 PM Eastern Standard Time (EST). Format and content shall be in accordance with L.14. **Facsimile or e-mail submittals will NOT be accepted.**

L.7.1 MAILING ADDRESS/DELIVERY ADDRESS

All proposals shall be mailed, hand-carried, delivered by courier, or overnight delivery to the Contracting Officer listed in section G5.

L.7.2 SIGNED ORIGINALS

One copy of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

L.8 PRE-PROPOSAL CONFERENCE

The FAA does not intend to hold a pre-proposal conference in conjunction with this SIR.

L.9 DISCREPANCIES

If an Offeror believes that these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. If discrepancies are not noted prior to proposal submission, it shall be determined that there are no discrepancies. In addition, the Offeror shall submit all exceptions and deviations to the SIR no later than the submittal date to the Contracting Officer in writing with supporting rationale, unless otherwise noted.

L.10 EXPENSES RELATED TO OFFEROR SUBMISSION

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer under this SIR. This includes costs associated with any aspect of the proposal activity and any research, studies or designs carried out for the purpose of incorporation into any part of the offer. This also includes any costs to acquire or contract for any services or product relating to the offer under this SIR.

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L.11 RESPONSIBLE PROSPECTIVE CONTRACTORS

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must also be found responsible by the Contracting Officer prior to the award of any resultant contract. The offeror shall submit the following information:

- Sufficient information to demonstrate the financial capability to fund and perform a contract of this size and duration.
- Information that shows the book value of your company and your team members.
- A description of all current or pending legal action under Federal Government contracts within the past 3 years. This shall include but is not limited to: Requests for Equitable Adjustments (formal or informal)¹ or pending or ongoing claims (formal or informal) in excess of \$5M, pending or ongoing cure notices, Terminations for Convenience or Terminations for Default.

As a minimum, to be determined responsible, a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain those resources;
- Be able to provide the level of effort contemplated by the contract, taking into consideration all other business commitments;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

This appendix will not count against the page count.

L.12 COMMUNICATION WITH OFFERORS

¹ Formal is defined as a document that has been signed by an authorized company official and delivered to the FAA. Informal is defined as discussions (formal or informal) or correspondence (formal or informal) regarding an actual or potential request for equitable adjustment or claim.

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All communications shall be documented and controlled through the Contracting Officer to ensure that Offerors are treated equitably and with the same level of interest. Communications with one Offeror does not require communications with any others.

L.13 NON-GOVERNMENT EVALUATORS AND ADVISORS

Offerors are hereby notified that the FAA may make all proposals submitted, including any privileged or confidential commercial or financial information contained therein, available to FAA contractor employees, as necessary, for the sole purpose of assisting the FAA in its evaluation of proposals. The contractors include:

- SAIC
- Engility Corporation.

These individuals will be required to protect the confidentiality of any specifically identified privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. Individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific recommendations on specialized matters or on particular problems. Any objection to disclose information to these non-government evaluators and advisors should be provided in writing to the Contracting Officer listed in paragraph G.5 no later than 14 calendar days after SIR release and shall include a detailed statement with the basis of the objection. All non-Government personnel have signed, or will sign before the evaluation process begins, non-disclosure and no conflict of interest statements. Responsibility for the source selection decision remains with the FAA.

L.14 FORMAT AND CONTENT

All information shall be provided in loose-leaf notebooks and shall be submitted on standard letter size 8½ x 11 inch paper. Foldout pages not exceeding 11 inches by 17 inches in size are acceptable where required for the presentation of drawings or other graphical material. Font and margin requirements do not apply to foldout pages or tables, but must be easily readable. Foldout pages will be counted as one page and shall not be used for the presentation of straight text and shall not exceed 10% of the total page count. The proposal pages shall be numbered sequentially. Any items embedded within a document shall be objects only, not links. Font size shall be 12 with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch. Volume I, Technical shall have a maximum page limitation of 50 pages and Volume II, Price shall be limited to a maximum page limitation of 10 pages.

Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the

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work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer.

Each Volume shall contain an Index, a Glossary and an Executive Summary. The Index and Glossary are not subject to the volume page limitation.

The Offeror shall submit one (1) original and four (4) copies of all loose-leaf binder proposal materials. Additionally, the Offeror shall provide two (2) copies in Compact Disc Read Only Memory [CD-ROM] compatible with Microsoft Office 2003 (e.g., Excel, Word, PowerPoint), Microsoft Project 2003, and Adobe Acrobat Reader 7.0.

All electronic file contents shall exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Electronic submissions shall be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files shall be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive".

L.15 INSTRUCTIONS FOR PROPOSAL

Offerors are instructed to ensure that all aspects of the factors in Section M are addressed. Also, unless explicitly instructed otherwise, Offerors should address the entire period of performance of the contract, including potential options.

Offerors must submit factual and concise written information as requested in this SIR. Proposals should be specific in order to provide the FAA evaluators with enough information to be able to judge the technical and financial ability of the Offeror to conduct this requirement. Documents that support specific requirements, such as specification sheets, plans or plan outlines, or resumes may be attached within the volume that they support. It shall be fully explained which requirement the attachment(s) supports and how it supports the requirement. The proposal shall not merely offer to perform work in accordance with the SOW, but shall detail the actual work proposed as specifically as practical. Proposals that repeat the information contained in the SOW without sufficient elaboration, or that merely paraphrase Section C of the SIR, or that use nonspecific phrases such as "in accordance with standard procedures" or "in accordance with well-known techniques" shall not be acceptable. Omission of, or an underdeveloped response to, the requirements of this SIR may render a proposal incomplete as it relates to the requirements of the SIR and, therefore, may cause it to be found unacceptable for further consideration.

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L.15.1 MODIFICATION

It is the Government's intent that modifications to Offeror's proposals be limited to those modifications required to address Government-identified items only. A modification resulting from the Government's request that is received after the time and date specified in the request, will not be considered unless the late receipt is attributable to mishandling by the Government.

L.16 PROPOSAL ORGANIZATION

The Offerors proposal submission must consist of Volume I – Technical Proposal and Volume II – Price Proposal. Each submittal must be labeled as an original or copy. The volumes must be organized as follows:

<u>VOLUME</u>	<u>DESCRIPTION</u>
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VOL. I	TECHNICAL PROPOSAL
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Executive Summary

Section I Technical Approach

Factors;

1. System Engineering Design and Development

Element 1.1 - Systems Engineering

Element 1.2 - Manufacturing

2. Program Management

Element 2.1 - Management Organization

Element 2.2 - Program Management Approach

Element 2.3 - Key Personnel

3. Past Performance

Element 3.1 Past Performance

Appendix

1. Resumes

VOL. II	PRICE PROPOSAL
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Section I	Price Proposal
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Appendix

L.17 VOLUME DESCRIPTIONS

The Technical Proposal consists of the proposed approach for addressing the technical, management, and support aspects of the contract. It should indicate the Offeror's capabilities and the means to satisfy the requirements of the SOW. It will be evaluated in accordance with the criteria contained in Section M and it should be specific and complete. The proposal should be practical and be prepared simply and economically, providing a straightforward explanation of what it is the Offeror shall do to satisfy the requirements. Offerors must fully substantiate the approach and demonstrate an understanding of the requirements.

L.17.1 VOLUME I - TECHNICAL PROPOSAL

L.17.1.1 EXECUTIVE SUMMARY

This section should provide a summary of the following information:

- Key elements, unique features, and benefits (excluding price)
- Potential risks and mitigation strategies
- Major milestones
- Identification of key personnel and reporting mechanisms.

L.17.1.2 SYSTEMS ENGINEERING DESIGN AND DEVELOPMENT

The Offeror shall describe its approach to the systems engineering design and development of the MALSR LED Lamp system to meet all requirements of the SOW.

L17.1.2.1 SYSTEM ENGINEERING

The Offeror shall demonstrate the specific System Engineering (SE) approaches or techniques for implementing each SE process and provides guidance for selecting the right approach or process to execute sections C.3.1 and C.3.2 of this SOW.

L17.1.2.2 MANUFACTURING

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The Offeror shall demonstrate the current and future capability of manufacturing LED lamps with or without an infrared source. This should discuss the facilities, equipment, and production capabilities such as who, what, when, where and how.

L.17.1.3 PROGRAM MANAGEMENT**L17.1.3.1 MANAGEMENT ORGANIZATION**

The Offeror shall demonstrate the degree to which the proposed organizational structure demonstrates a clear understanding of program requirements, priorities, and risks. The Offeror shall demonstrate the lines of communication needed to effectively identify and resolve all program status, issues and risks

L17.1.3.2 PROGRAM MANAGEMENT APPROACH

The Offeror shall demonstrate the process and detailed procedures for initiating, planning, executing, monitoring and controlling, and closing the program. This shall include usage standards for program management tools. The Offeror shall demonstrate the process and detailed procedures on managing all subcontractors (if applicable) to meet contractual requirements. The Offeror shall demonstrate the processes and detailed procedures to identify potential changes to the project baseline and appropriate mechanisms that shall be utilized to correct variances and control changes. The Offeror shall provide their methodology on their development of resource allocations, activity sequencing and durations as related to the WBS for the MALSR LED Replacement Lamp program.

L17.1.3.3 KEY PERSONNEL

The Offeror shall demonstrate the degree to which the qualifications (experience, education, and certifications) of proposed key personnel successfully fulfill their prescribed roles. The Offeror shall demonstrate the extent to which the skills and experience of their proposed key personnel aligns with the Offeror's proposed design and approach.

L.17.1.4 PAST PERFORMANCE

The Offeror shall demonstrate their successful performance with other projects similar to the MALSR LED Replacement Lamp effort in size, scope and complexity. Successful past

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performance shall be evaluated based on the Offeror's written response as well as on input from individuals and organizations familiar with the work efforts, products and schedule and cost performance of each Offeror, as demonstrated through previous or ongoing contracts of a similar size, scope and complexity. The Government reserves the right to contact prior clients of the Offeror, subcontractors and consultants, including references other than those identified by the Offeror, and to use those results in this evaluation.

L.17.2 VOLUME II – PRICE PROPOSAL**L.17.2.1 INSTRUCTION**

The Offeror is expected, in good faith, to submit current data, supporting schedules, or substantiation that is sufficient to establish the completeness, consistency, reasonableness, and realism of the proposed price. The Offeror shall demonstrate: (a) existing verifiable data; (b) the judgment factors, rationale, and methodology applied in projecting from known data to the estimate; and (c) the contingencies used by the Offeror in the proposed price.

L.17.2.2 LIMIT PRICE DATA TO PRICE PROPOSAL

Offerors are instructed to include all information relating to the proposed price and all required supporting documentation in the Price Proposal. Data beyond that required by this instruction shall not be submitted, unless it is considered essential to document or support the price position. **Under no circumstances shall this information and documentation be included in other volumes of the proposal.**

L.17.2.3 PROVIDE PRICE SUPPORTING DETAIL

Compliance with these instructions is mandatory and failure to comply may result in rejection of the proposal. The burden of proof for credibility of proposed prices rests with the Offeror. Unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an unrealistic proposal.

L.17.2.4 ROUNDING

All dollar amounts provided shall be rounded to the nearest dollar.

L.17.3 VOLUME II CONTENT

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L.17.3.1 PRICE PROPOSAL

The Offeror shall provide a matrix and accompanying rationale that traces the Offeror's proposed price from Section B Phases I, II, and III CLINs. Insert the total price and provide the proposal reference. Use the following format as an example when developing the Matrix. Continue expanding the table until all Phases, CLIN and Options have been incorporated into the matrix.

CLIN	Description	Contract Type	Quantity	Total Price	Proposal Reference
0002	Feasibility Study	FFP	1	Insert total price	Insert reference

L.18 DEBRIEFING OF UNSUCCESSFUL OFFERORS

Successful or unsuccessful offerors may request a debriefing by providing a written request to the CO. Debriefing must be conducted only after source selection activities are completed and the contract is awarded.

Debriefings with unsuccessful offerors are conducted with the goal of identifying areas where changes can be made to improve future source selection participation. To that end, source selection debriefing will be conducted with only one Offeror at a time. The debriefing will be confined to discussion of the Offeror's proposal. A point-by-point comparison with other Offerors proposals will not be made. The debriefing will neither discuss nor reveal the relative merits of other proposals, nor will it reveal the evaluation results of all Offerors.

During and after completion of the debrief, time will be provided for the Offeror to ask oral or written questions. Every effort will be made to answer all questions at the debriefing or as soon as feasible.

L.19 PROTESTS (3.9.1-3, NOV. 2002)

As a condition of submitting an offer or response to this SIR, the Offeror or potential Offeror agrees to be bound by the following provisions relating to protests:

- (a) Protests concerning FAA SIRs or awards of contracts must be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions.

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- A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted
- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the CO. The CO should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the CO
 - (c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.
 - (d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.
 - (e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:
 - 1. Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.
 - 2. In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
 - 3. For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
 - i. Not later than 7 business days after the date the protester knew or should have known of the grounds for the protest; or
 - ii. If the protester has requested a post-award debriefing from the FAA Product Team, not later than 5 business days after the date on which the Product Team holds that debriefing.
 - (f) Protests must be filed at the following office:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave., S.W
Room 323

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Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Other address as specified in 14 CFR Part 17.

- (g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the CO and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the CO on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the CO and other designated official(s).
- (h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA.

(End of provision)

L.20 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful Offerors will not be returned. The original proposal will be retained in the SIR file and the remaining copies will be destroyed.

End of Section L